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Proposed Attorneys for Chapter 11 Debtors
and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
SAN FERNANDO VALLEY DIVISION**

In re:

IRONCLAD PERFORMANCE WEAR
CORPORATION, a California corporation,

Debtor and Debtor in Possession.

In re:

IRONCLAD PERFORMANCE WEAR
CORPORATION, a Nevada corporation,

Debtor and Debtor in Possession.

- ☒ Affects both Debtors
- ☐ Affects Ironclad Performance Wear
Corporation, a California corporation only
- ☐ Affects Ironclad Performance Wear
Corporation, a Nevada corporation only

Lead Case No.: 1:17-bk-12408-MB
Jointly administered with:
1:17-bk-12409-MB
Chapter 11 Cases

**DECLARATION OF L. GEOFF GREULICH
IN SUPPORT OF DEBTORS' MOTION
FOR AN ORDER: (1) APPROVING SALE
OF SUBSTANTIALLY ALL OF THE
DEBTORS' ASSETS FREE AND CLEAR
OF ALL ENCUMBRANCES; (2)
APPROVING OF DEBTORS'
ASSUMPTION AND ASSIGNMENT OF
CERTAIN UNEXPIRED LEASES AND
EXECUTORY CONTRACTS AND
DETERMINING CURE AMOUNTS AND
APPROVING OF DEBTORS' REJECTION
OF THOSE UNEXPIRED LEASES AND
EXECUTORY CONTRACTS WHICH ARE
NOT ASSUMED AND ASSIGNED; (3)
WAIVING THE 14-DAY STAY PERIODS
SET FORTH IN BANKRUPTCY RULES
6004(h) AND 6006(d); AND (4) GRANTING
RELATED RELIEF**

DATE: October 30, 2017
TIME: 10:00 a.m.
PLACE: Courtroom "303"
21041 Burbank Blvd.
Woodland Hills, CA

1 I, L. Geoff Greulich, hereby declare as follows:

2 1. I am the Chief Executive Officer of Ironclad Performance Wear Corporation, a
3 California corporation ("Ironclad California"), and Ironclad Performance Wear Corporation, a
4 Nevada corporation ("Ironclad Nevada" and with Ironclad California, the "Debtors" or
5 "Ironclad"), who each filed a Voluntary Petition for relief under Chapter 11 of the Bankruptcy
6 Code on September 8, 2017 ("Petition Date"). I became the Debtors' Chief Executive Officer
7 effective July 6, 2017.
8

9 2. In that capacity, I have personal knowledge of the facts set forth herein, and, if
10 called as a witness, could and would testify competently with respect thereto.

11 3. I am submitting this Declaration in support of the Debtors' motion ("Motion")
12 seeking an order of the Court approving the Debtors' sale of substantially all of their assets to
13 Radians Wareham Holding, Inc. ("Radians" or "Purchaser") in accordance with the terms of the
14 Asset Purchase Agreement ("APA") attached as Exhibit "A" to my prior Declaration filed with
15 the Court on September 11, 2017 as Docket Number 6 or to the highest or otherwise best
16 overbidder selected at the Auction (defined below). By way of the Motion, the Debtors are also
17 seeking the Court's approval of the Debtors' assumption and assignment to Purchaser (or the
18 successful overbidder) of those unexpired leases and executory contracts that Purchaser (or the
19 successful overbidder) wishes to assume (defined in the APA as the "Designated Contracts").
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22 4. Since the Petition Date, the Debtors have operated their businesses and managed
23 their affairs as debtors in possession. With the Court's approval, the Debtors two chapter 11
24 cases are being jointly administered. Other than owning all of the shares in Ironclad California,
25 Ironclad Nevada has no business. All operations of the Debtors effectively function through
26 Ironclad California.
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1 5. The Debtors are a leading, technology-focused developer and manufacturer of
2 high-performance task-specific gloves and apparel for the “industrial athlete” in a variety of end
3 markets, including construction, manufacturing, oil and gas (“O&G”), automotive, the sporting
4 goods, military, police, fire, and first-responder. The Debtors’ business is headquartered in
5 Farmers Branch, Texas. Ironclad Nevada is publicly-traded with its common stock quoted on the
6 OTC Markets under the symbol “ICPW”. As of April 7, 2017, Ironclad Nevada had 85,646,354
7 shares of common stock, par value \$0.001 per share, issued and outstanding. As of August 30,
8 2017, the Debtors had approximately 41 full time employees, with 9 of these employees who
9 work overseas.
10

11 6. Ironclad was founded in 1998 by Ed Jaeger. Mr. Jaeger was inspired to build
12 gloves that offered protection and performance without sacrificing one for the other. From the
13 beginning, Ironclad built gloves using materials that offered excellent fit to make them an
14 extension of the hand and to make jobs easier for the “industrial athlete”. By 2006, Ironclad
15 offered 35 different task-specific glove types for people wearing gloves as part of their daily
16 jobs.
17

18 7. In 2008, the Debtors launched the KONG (King of Oil ‘N’ Gas) line to address
19 the high number of hand injuries in the O&G field. By 2010, the KONG line was comprised of
20 46 different gloves. Additionally, Ironclad expanded its presence in the retail and non-
21 professional markets with the launch of the EXO brand in June 2015. EXO offers lower cost
22 gloves for automotive, DIY, and outdoor sporting applications. Ironclad offers 30 different EXO
23 glove types.
24

25 8. Ironclad’s task-specific technical glove products are specially designed for
26 individual user groups. Ironclad currently offers over 160 distinct types of gloves for a variety of
27 markets, including industrial, construction, DIY, carpentry, machining, package handling,
28

1 plumbing, welding, roofing, O&G, mechanics, hunting, and gardening. Products come in a
2 multitude of colors and cater to the specific demands and requirements of the users based on ease
3 of motion, grip, water and chemical resistance, visibility, and protection from abrasions, cuts,
4 flames, impacts, temperature, and vibration. Since inception, Ironclad has employed an internal
5 research and development (“R&D”) department responsible for identifying and creating new
6 products and applications, and improving and enhancing existing products. Ironclad is
7 continually evaluating new base materials for gloves, and grip is another key area of focus for
8 R&D. Ironclad often partners with industry-leading organizations to develop new products.
9 Ironclad has 13 U.S. patents issued and 11 foreign patents, as well as five pending U.S. patent
10 applications and several pending foreign patent applications. Ironclad also uses trademarks to
11 strengthen and protect its recognizable brand names. Ironclad owns 52 registered U.S.
12 trademarks, 39 registered international trademarks, and 13 and 43 trademarks pending in the U.S.
13 and internationally, respectively.

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16 9. Ironclad currently sells its product through approximately 10,000 outlets for
17 professional tradesmen as well as “Big Box”, hardware, auto parts, and sporting goods retailers.
18 The sales force is organized by 3 business segments: Industrial, Retail, and International. Glove
19 products are currently manufactured by multiple suppliers operating in China, Bangladesh,
20 Cambodia, Vietnam and Indonesia.

21
22 10. Despite the development and success of the Debtors’ products over the years, the
23 Debtors’ revenue and cash flow from operations have been insufficient to support their current
24 business operations as well as their continued growth. There have been many reasons for this
25 including heavy competition, loss of a major international distributor, incomplete and/or
26 ineffective expansion and distribution of all of their product lines and development of new
27 customers, and higher than anticipated production, manufacturing and warehousing costs. In
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1 addition, it was discovered in early 2017 that under prior management, the Debtors had failed to
2 provide materially complete and correct financial statements as required under their Loan
3 Documents (defined below) to their primary secured lender for the fiscal years ended December
4 31, 2015 and 2016, and for the fiscal quarters ended March 31, June 30, September 30, 2016 and
5 March 31, 2017.
6

7 11. As I previously indicated, the Debtors filed their bankruptcy cases to
8 consummate a sale of substantially all of their assets (excluding cash and causes of action) for
9 the most money possible. Just prior to their bankruptcy filings, the Debtors entered into the APA
10 with the Debtors' current secured creditor, Radians/Purchaser, or its affiliate/designee, for a cash
11 purchase price of \$20 million or \$15 million, subject to an overbid process. Purchaser will be
12 paying a cash purchase price of either \$15 million or \$20 million depending upon the occurrence
13 of an event which is sensitive and the letter agreement describing such event is the subject of a
14 motion to file under seal. It should be noted that the Debtors believe the total debt in these cases
15 (both secured and unsecured combined along with post-petition administrative claims) is or will
16 be in the range of approximately \$8-\$10 million, which means that subject to the closing of the
17 asset sale to Purchaser or a successful overbidder, all creditors are expected to be paid in full,
18 with there being a substantial distribution to the shareholders of the parent company, which is a
19 publicly traded company.
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22 12. The Debtors' business was actively marketed for sale for several months prior to
23 the Debtors' bankruptcy filings by the highly regarded investment bank of Craig-Hallum Capital
24 Group LLC ("C-H"). Prospective buyers had the ability to purchase assets or equity. While a
25 number of prospective buyers expressed and continued to express interest in possibly purchasing
26 the Debtors' assets or stock, the Debtors ran out of time to continue with their pre-bankruptcy
27 marketing process because (i) the Debtors were out of funds, (ii) the Debtors could not continue
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1 to operate without both access to their own cash receipts as well as receipt of additional
2 financing, and (iii) Purchaser (which is also the Debtors' secured creditor having purchased the
3 Debtors' pre-bankruptcy secured bank debt) had exercised its secured creditor rights and was
4 sweeping all of the Debtors' cash and was no longer willing to continue to forbear or advance
5 additional needed financing to the Debtors absent a global resolution with the Debtors which was
6 accomplished with the APA and the DIP financing agreement the Debtors entered into with
7 Purchaser which I understand was approved by the Court on a final basis at a hearing held on
8 October 6, 2017.

10 13. The purchase offer provided to the Debtors by Purchaser was determined by the
11 Board to be the best offer the Debtors had received by the Petition Date (and I agreed with that
12 determination by the Board), and Purchaser was ready to proceed with its purchase and lend the
13 Debtors sufficient funds to enable the Debtors to operate their business through an Auction to
14 take place in late October, 2017 with a sale closing to occur shortly thereafter. Purchaser was
15 also willing to permit the Debtors to proceed with a robust post-bankruptcy marketing and
16 hopeful overbid process to insure that the highest and best price is paid for the Purchased Assets.
17 Given the breadth of the Debtors' pre-bankruptcy marketing process and the fact that the
18 Debtors' pre-bankruptcy investment banker (who is already very familiar with the various
19 prospective overbidders) will be serving as the Debtors' post-bankruptcy investment banker and
20 leading the overbid sale process, and the fact that the likely overbidders are already deep into the
21 due diligence process, I am confident that providing prospective overbidders with approximately
22 six weeks post-petition to decide whether to participate in the Auction is a sufficient amount of
23 time for the Debtors to achieve the highest and best price for the Purchased Assets. Also, and
24 very importantly, the Debtors' financial needs expand significantly the last two months of the
25 year so if the Debtors are required to continue to operate their business through the end of the
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1 year or significantly beyond October 31, 2017, the Debtors may need to borrow additional
2 money which could result in substantially reducing the ultimate recovery for the Debtors'
3 shareholders. It is also not clear that any such additional financing would be available to the
4 Debtors in any event. It is for this reason that it is very important that the Debtors' be authorized
5 to implement their proposed sale timeline.
6

7 14. At a continued hearing held on September 25, 2017, the Court granted the
8 Debtors' bid procedures motion by order entered on September 28, 2017 as Docket Number 71
9 (the "Bidding Procedures Order"). The Bidding Procedures Order was approved by the Debtors,
10 Purchaser, and the Official Committee of Unsecured Creditors and Official Committee of Equity
11 Holders that were appointed in these cases. In order to insure that the highest price possible is
12 paid for the Purchased Assets, the Debtors' proposed sale to Purchaser is subject to overbid at an
13 auction ("Auction") to be held on October 30, 2017. The Bidding Procedures Order explains to
14 prospective overbidders how a prospective overbidder becomes qualified to participate in the
15 Auction and how the Auction would proceed in the event that there is one or more qualified
16 overbidders. In addition, C-H has established an extensive data room for prospective
17 overbidders to obtain diligence information, and the Debtors' senior management has made
18 themselves available to meet with prospective overbidders. To assist in the overbid process, the
19 Debtors' counsel prepared an asset purchase agreement template for prospective overbidders to
20 use if they want, and has delivered that template to C-H to distribute to prospective overbidders.
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23 15. The location of the Auction will be determined after the number of qualified
24 overbidders becomes known. The Debtors intend to seek the Court's approval of the sale of the
25 Purchased Assets to Purchaser or a successful overbidder immediately following the completion
26 of the Auction. If there are no qualified overbidders, the Debtors will proceed to request the
27 Court to approve the Debtors' sale of the Purchased Assets and the Debtors' assumption and
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1 assignment of the Designated Contracts to Purchaser at the hearing to be held on October 30,
2 2017. If Purchaser is the winning bidder at the Auction (or if there are no qualified overbidders),
3 Purchaser is required to close its purchase of the Purchased Assets within five days following the
4 entry of the sale order by the Court. If a qualified overbidder is the winning bidder at the
5 Auction, the winning bidder is required to close its purchase of the Purchased Assets within
6 fourteen days following the entry of the sale order by the Court. A proposed draft of the sale
7 order (which has been approved by Purchaser) is attached as Exhibit “A” to the Motion (the
8 “Sale Order”).
9

10 16. The APA was the result of extensive pre-bankruptcy negotiations and
11 documentation between the Debtors and Purchaser. Under the APA, Purchaser has agreed to
12 purchase the vast majority of the Debtors’ assets (defined as the “Purchased Assets” (see Section
13 2.1(b) of the APA)) for the cash purchase price of \$20 million or \$15 million (see Section 2.2 of
14 the APA) depending upon the occurrence of an event that is described in a letter agreement that
15 is the subject of a motion to file under seal. The Debtors’ assets that are not being purchased by
16 Purchaser are defined as the “Retained Assets” in Section 2.1(c) of the APA. The liabilities to be
17 assumed by Purchaser (the “Assumed Liabilities”) are described in Section 2.4(a) of the APA.
18 The Closing if Purchaser is the winning bidder at the Auction or if there is no Auction is
19 scheduled to take place within five business days following the entry of the Sale Order (see
20 Section 3.1 of the APA). Purchaser has provided a \$1 million deposit which is being held in a
21 trust account by the Debtors’ counsel (see Section 2.2 of the APA). If Purchaser is the winning
22 bidder at the Auction (or if there is no Auction), at the Closing Purchaser will pay its cash
23 purchase (of either \$15 million or \$20 million if there is no Auction or whatever the winning bid
24 is if there is an Auction) less the \$1 million deposit less the outstanding amount of Purchaser’s
25 secured debt existing at the time of the Closing (see Section 2.2 of the APA). At the time of the
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1 Debtors' bankruptcy filings, Purchaser's outstanding secured debt was in the amount of
2 approximately \$3.5 million. The Debtors have already borrowed a total of \$1.1 million post-
3 petition from Purchaser, and the Debtors expect to borrow an additional approximately \$400,000
4 post-petition from Purchaser. This would mean that Purchaser would be owed approximately \$5
5 million by the time of the Closing on account of Purchaser's secured debt. Purchaser agreed to
6 lend the Debtors a total of up to \$2 million post-petition. In the event that Purchaser is not the
7 winning bidder, the Debtors are obligated to repay their secured debt to Purchaser in full from
8 the proceeds of the sale to the successful overbidder upon closing of the sale. Pursuant to
9 Section 7.1 of the APA, Purchaser is required to identify one business day prior to the "Qualified
10 Bid Determination Deadline" (which will be October 24, 2017) a list of all of the Debtors'
11 employees who will be offered employment by Purchaser. All of the Debtors' employees who
12 are offered and accept employment with Purchaser are defined as the "Transferred Employees".
13 Pursuant to Section 7.1 of the APA, Purchaser (if it is the winning bidder at the Auction or if
14 there is no Auction) has agreed to make a severance payment to each of the Debtors' employees
15 who are not offered employment by Purchaser, other than the Debtors' officers and any
16 employee subject to an employee retention agreement, at comparable terms to their then
17 employment with the Debtors, with each such severance payment to be consistent with the most
18 generous current severance policy of Purchaser and/or any of its Affiliates for similarly situated
19 employees. Purchaser will not owe any severance payment to any of the Debtors' employees
20 who are offered employment by Purchaser at comparable terms to their then employment with
21 the Debtors but who do not accept their offer of employment. As indicated in Section 2.1(b)(vi)
22 of the APA, Purchaser will have the right to designate which of the Debtors' executory contracts
23 and unexpired leases that Purchaser wishes to assume (defined above as the "Designated
24 Contracts"). Pursuant to Section 2.4(a)(ii) of the APA, the payment of all cure costs will be the
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1 responsibility of Purchaser. Purchaser has not yet provided the Debtors with a preliminary list of
2 the Designated Contracts. Purchaser is required to make its decision at least one business day
3 prior to the Closing. This issue is discussed more below.

4
5 17. As indicated, in order to insure that the highest price possible is paid for the
6 Purchased Assets, the Debtors' proposed sale to Purchaser is subject to overbid at the Auction to
7 be held on October 30, 2017. The Debtors have retained C-H on a post-petition basis to market
8 the Purchased Assets for overbid and to work with the Debtors to conduct the Auction in the
9 event of one or more qualified overbidders. C-H is extremely familiar with the Debtors, the
10 Debtors' business operations and the Purchased Assets as C-H spent months prior to the Debtors'
11 bankruptcy filings attempting to find buyers of the Debtors' business and/or lenders to the
12 Debtors.

13
14 18. For all of the reasons explained above, the Debtors are not able to continue to
15 sustain their business operations without the infusion of additional financing or working capital
16 because the Debtors are in default to Purchaser and Purchaser has made clear that it is not willing
17 to be the Debtors' long-term lender. Prior to the Debtors' bankruptcy filings, the Debtors were
18 not able to locate any replacement financing except under prohibitively expensive terms. As a
19 result, the only way for the Debtors to maximize the value of their assets/business is for the
20 Debtors to consummate an expedited sale of their assets/business. I am confident that under the
21 circumstances, the Debtors' proposed asset sale to Purchaser (subject to overbid) is the best
22 option available to the Debtors to maximize the value of their assets and recovery for their
23 creditors and shareholders. Purchaser's stalking horse bid was the best pre-petition offer the
24 Debtors received, and Purchaser has enabled the Debtors to engage in a comprehensive post-
25 petition marketing process in an effort to locate prospective overbidders to participate in the
26 Auction. Given the fact that a number of prospective buyers had already commenced due
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1 diligence prior to the Debtors' bankruptcy filings, I am confident that the post-petition
2 marketing/overbid process is sufficient to enable the Debtors to sell their business/assets for the
3 most money possible under the circumstances.

4 19. The pre-petition marketing and sale process undertaken by C-H and the Debtors
5 was designed to insure that the highest price possible was obtained for the Purchased Assets, and
6 the offer submitted by Purchaser which is serving as the stalking horse bid was the highest and
7 best pre-petition offer the Debtors received. The post-petition overbid marketing process that the
8 Debtors are undertaking in accordance with the Bidding Procedures Order will insure that under
9 the circumstances the highest and best price is paid for the Purchased Assets and that purchase
10 price will necessarily will be equal to the current fair market value of the Purchased Assets.
11

12 20. To my knowledge, neither Purchaser nor any of Purchaser's representatives or
13 affiliates is an "insider" of the Debtors. I am not aware of any insider who is contemplating
14 being a potential overbidder. I am not aware of any fraud, collusion or attempt to take unfair
15 advantage of other bidders. Additionally, the APA was intensively negotiated at arm's length
16 with all parties involved acting in good faith.
17

18 21. Purchaser is the only creditor that I am aware of that assert any liens against any
19 of the Purchased Assets, and Purchaser has consented to the sale of the Purchased Assets to
20 Purchaser (or to a successful overbidder) free and clear of its Liens. If Purchaser is the winning
21 bidder at the Auction (or if there is no Auction), Purchaser's Liens will be satisfied in full by
22 Purchaser's inclusion of its outstanding secured debt as part of its purchase price paid at the
23 Closing. If a successful overbidder is the winning bidder at the Auction, then in connection with
24 the Closing, the full outstanding secured debt of Purchaser will be paid in full at the Closing out
25 of the sale proceeds.
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1 22. In addition to seeking to sell the Purchased Assets to Purchaser (or to a successful
2 overbidder), the Debtors are also seeking to assume and assign to Purchaser (or to a successful
3 overbidder) all of the Debtors' executory contracts and unexpired leases that Purchaser (or a
4 successful overbidder) desires. A schedule of all of the Debtors' known executory contracts and
5 unexpired leases, along with the Debtors' belief as to all outstanding cure amounts owing by the
6 Debtors to the other parties to those executory contracts and unexpired leases (the "Contracts and
7 Leases Schedule"), is attached hereto as Exhibit "1". Purchaser has not yet identified for the
8 Debtors which of the Debtors' executory contracts and unexpired leases that Purchaser desires to
9 have assigned to it (*i.e.*, the "Designated Contracts") if Purchaser is the winning bidder at the
10 Auction (or if there is no Auction), and Purchaser is required to make that designation by one
11 day prior to the Closing. If someone other than Purchaser is the successful bidder at the Auction,
12 the Debtors will now know which of their executory contracts and unexpired leases the winning
13 bidder will desire to have assigned to it.

16 23. As a result of the foregoing, the Debtors are seeking the Court's authority to
17 assume and assign to Purchaser (or to a successful overbidder) all of the Debtors' executory
18 contracts and unexpired leases that Purchaser (or a successful overbidder) wants to have assigned
19 to it and to fix the required cure amount that would need to be paid to the other parties to the
20 executory contracts and unexpired leases at the cure amounts set forth in the Contracts and
21 Leases Schedule unless the other parties to the executory contracts and unexpired leases file a
22 timely objection to the Motion and the Court determines that the required cure amount is
23 different than the amount set forth in the Contracts and Leases Schedule. I am not aware of any
24 of the other parties to the executory contracts and unexpired leases having suffered any actual
25 pecuniary loss resulting from any default by the Debtors.

1 24. Purchaser (or any successful overbidder) will be required to file with the Court
2 not later than one day prior to the Closing which of the Debtors' executory contracts and
3 unexpired leases Purchaser (or any successful overbidder) has decided not to take an assignment
4 of, in which case those executory contracts and unexpired leases will not be assumed and
5 assigned to Purchaser (or a successful overbidder) at the Closing and, instead, will be deemed
6 rejected effective as of the Closing.
7

8 25. For all of the reasons set forth above, I believe that selling the Purchased Assets to
9 Purchaser (or a successful overbidder) in accordance with the timeline provided in the APA and
10 the Bidding Procedures Order is in the best interests of the Debtors' estates, their creditors and
11 shareholders. Closing the sale of the Purchased Assets as soon as possible will minimize the
12 need for the Debtors to have to borrow additional funds from Purchaser for their business
13 operations which would dilute the recovery for the Debtors' shareholders.
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15 I declare under penalty of perjury that the foregoing is true and correct to the best of my
16 knowledge, information and belief.

17 Executed this 9th day of October 2017 at Los Angeles, California.

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L. GEOFF GREULICH

EXHIBIT "1"

Contracting Party Name	Description of Contract	Cure Amount	Case
Ace Hardware	Customer contract	\$0.00	CA
Acklands Grainger	Customer contract	\$0.00	CA
Advantage Media Services	Logistics and Warehousing agreement	\$114,942.80	CA
Amazon	Customer contract	\$0.00	CA
AML United Limited	Vendor contract	\$0.00	CA
BIC Alliance	Magazine Subscription	\$5,800.00	CA
Cabela's	Customer contract	\$0.00	CA
Dayup Global Co., Ltd.	Vendor contract	\$0.00	CA
Design Gallery (Pvt.) Ltd.	Vendor contract	\$12,801.60	CA
DESUN GARMENTS, LTD.	Vendor contract	\$7,691.75	CA
DNOW	Customer contract	\$0.00	CA
Do It Best	Customer contract	\$0.00	CA
DRG Strategic, LLC - Bob Goldstein	Vendor contract	\$556.75	CA
Duluth Trading	Customer contract	\$0.00	CA
Emery Waterhouse	Customer contract	\$0.00	CA
Essendant (USSCO)	Customer contract	\$0.00	CA
Glenfir	Customer contract	\$0.00	CA
Grainger	Customer contract	\$0.00	CA
Huizhou Baijia Glove Co., Ltd.	Vendor contract	\$0.00	CA
Ka Hung Glove Industrial Co. Ltd.	Vendor contract	\$38,934.90	CA
Konica Minolta	Agreement regarding printers	\$1,152.31	CA
MARUSAN - MIMASU TSHUSHO CO. LTD.	Vendor contract	\$382,811.28	CA
Menards	Customer contract	\$0.00	CA
MERCINDO GLOBAL MANUFAKTUR	Vendor contract	\$444,674.64	CA
Naayle Garments	Vendor contract	\$0.00	CA
NANTONG CHANGBANG GLOVES CO.	Vendor contract	\$1,228,307.56	CA
Orgill	Customer contract	\$0.00	CA
Orr Safety	Customer contract	\$0.00	CA
Pitney Bowes	Agreement regarding postage meter	\$452.99	CA
POH	Customer contract	\$0.00	CA
PT Adira Semesta Industry	Vendor contract	\$0.00	CA
PT JJ GLOVES INDO	Vendor contract	\$162,917.76	CA
PT SEOK HWA INDONESIA	Vendor contract	\$13,174.86	CA

PT SPORT GLOVE INDONESIA	Vendor contract	\$144,238.66	CA
PT. Eagle Glove Indonesia	Vendor contract	\$0.00	CA
R3 Safety aka Bunzl	Customer contract	\$0.00	CA
Sam's Club	Customer contract	\$0.00	CA
Sees Global Inc.	Vendor contract	\$0.00	CA
Select (Nantong) Safety Products Co	Vendor contract	\$0.00	CA
Shur Sales	Customer contract	\$16,125.00	CA
Snap-On	Customer contract	\$0.00	CA
Synetra	Internet Technology Service contract	\$37,972.33	CA
Trinet	Vendor contract	\$0.00	CA
True Value	Customer contract	\$0.00	CA
WINSPEED SPORTS SHANGHAI CO., LTD.	Vendor contract	\$144,198.43	CA
WONEEL MIDAS LEATHERS	Vendor contract	\$785,358.50	CA
Worldwide	Customer contract	\$0.00	CA
1920 Hutton Court	Industrial Multi-Tenant Lease of 1920 Hutton Court	\$13,257.09	NV

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: 10250 Constellation Boulevard, Suite 1700, Los Angeles, CA 90067

A true and correct copy of the foregoing document entitled **DECLARATION OF L. GEOFF GREULICH IN SUPPORT OF DEBTORS' MOTION FOR AN ORDER: (1) APPROVING SALE OF SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS FREE AND CLEAR OF ALL ENCUMBRANCES; (2) APPROVING OF DEBTORS' ASSUMPTION AND ASSIGNMENT OF CERTAIN UNEXPIRED LEASES AND EXECUTORY CONTRACTS AND DETERMINING CURE AMOUNTS AND APPROVING OF DEBTORS' REJECTION OF THOSE UNEXPIRED LEASES AND EXECUTORY CONTRACTS WHICH ARE NOT ASSUMED AND ASSIGNED; (3) WAIVING THE 14-DAY STAY PERIODS SET FORTH IN BANKRUPTCY RULES 6004(h) AND 6006(d); AND (4) GRANTING RELATED RELIEF** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On **October 9, 2017**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- Ron Bender rb@lnbyb.com
- Monica Y Kim myk@lnbrb.com, myk@ecf.inforruptcy.com
- Krikor J Meshefejian kjm@lnbrb.com
- S Margaux Ross margaux.ross@usdoj.gov
- United States Trustee (SV) ustpreion16.wh.ecf@usdoj.gov
- Sharon Z. Weiss sharon.weiss@bryancave.com, raul.morales@bryancave.com

2. SERVED BY UNITED STATES MAIL: On **October 9, 2017**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☒ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on **October 9, 2017**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

SERVED BY PERSONAL DELIVERY

Hon. Martin R. Barash
United States Bankruptcy Court
21041 Burbank Boulevard, Suite 342
Woodland Hills, CA 91367

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

October 9, 2017

Lourdes Cruz

/s/ Lourdes Cruz

Date

Type Name

Signature

Ironclad Performance Wear (8300)
Interested Parties

Counsel to Radians Wareham Holdings

Sharon Z. Weiss
Bryan Cave
120 Broadway, Suite 300
Santa Monica, CA 90401

Sky Lin
Marusan - Mimasu Tshusho Co. Ltd.
Msh4726 Rm 1007 10f Ho King Ctr No 2
16 Fa Yuen S Mongkok HK Island HK
Hong Kong
China

U. S. Securities and Exchange Commission
Attn: Bankruptcy Counsel
444 South Flower Street, Suite 900
Los Angeles, CA 90071-9591

Employment Development Department
Bankruptcy Group MIC 92E
P. O. Box 826880
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Mark Robba
PT SPORT GLOVE INDONESIA
Krandon Desa Pandowoharjo
Sleman
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Franchise Tax Board
Bankruptcy Section, MS: A-340
P. O. Box 2952
Sacramento, CA 95812-2952

Skadden Arps Slate Meagher & Flom LLP
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Ronald Chez
1524 N. Astor Street
Chicago, IL 60610

State Board of Equalization
Account Information Group, MIC: 29
P.O. Box 942879
Sacramento, CA 94279-0029

Ironclad Performance Wear Corporation
File No. 8300
Contracts Service List
Service by U.S. Mail

Ace Hardware
2222 Kensington St.
Oak Brook, IL 60523-0000

Acklands Grainger
123 Commerce Valley Dr., Suite 700
Thornhill, Ontario, L3T 7W, Canada

Advantage Media Services
29120 Commerce Center Drive #2
Valencia, CA 91355-0000

Amazon
410 Terry Ave. North
Seattle, WA 98109-0000

AML United Limited
29th Floor, Nanyang Plaza
57 Hung To Road, Kwun Tong,
Kowloon
Hong Kong, China,

BIC Alliance
P O Box 40166
Baton Rouge, LA 70835-0000

Cabela's
1 Cabela Dr.
Sidney, NE 69160-0000

Dayup Global Co., Ltd.
Phum Prey Sala, Sangkat Kakap
Khan Posenchey, Phnom Penh
855, Cambodia,

Design Gallery (Pvt.) Ltd.
Plot #322/B, Medical Road,
Helal Market, Uttarkhan, Dhaka
Dhaka-1230, Bangladesh,

DESUN GARMENTS, LTD.
89/1, Birulia Road, Savar, Dhaka
Dhaka
Savar-1340, Bangladesh,

DNOW
PO Box 40985
Houston, TX 77240-0000

Do It Best
6502 Nelson Road
Fort Wayne, IN 46803-0000

DRG Strategic, LLC - Bob Goldstein
P O BOX 191981
Dallas, TX 75219-0000

Duluth Trading
PO Box 409170
Belleville, WI 53508-0000

Emery Waterhouse
7 Rand Rd.
Portland, ME 04104-0000

Essendant (USSCO)
1 Parkway North Blvd., Suite 100
Deerfield, IL 60015-0000

Glenfir
General French 1948
Montevideo, Uruguay 11500

Grainger
100 Grainger Parkway
Lake Forest, IL 60045-0000

Huizhou Baijia Glove Co., Ltd.
Diakali Mouza, Manigongjpara
Savar, Dhaka, 1349, Bangladesh

Ka Hung Glove Industrial Co. Ltd.
Fujian Quanzhou Jiacheng Leather
Ka Hung Holdings BldgM Chi Feng Rd
Quanzhou City, Fujian, 36200-0000

Konica Minolta Business Solutions
100 Williams Drive
Ramsey NJ 07446-0000

MARUSAN - MIMASU TSHUSHO CO.
LTD.
NO 1 QUEEN' ROAD CENTRAL
HONG KONG
CHINA,

Menards
5101 Menard Dr.
Eau Claire, WI 54703-0000

MERCINDO GLOBAL MANUFAKTUR
JL. RAYA SEMARANG-BAWEN KM.29
Semarang, Central Java
50661, Indonesia,

Naayle Garments
CD 388/389 Sector 16B FB Ind Area
Karach, iSindh, Pakistan

NANTONG CHANGBANG GLOVES
CO.
Flat/RM 1602 Chit Lee Comm
Bldg 30-36, Shau Kei Wan Road
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Orgill
PO Box 140
Memphis, TN 38101-0000

Orr Safety
11601 Interchange Drive
Louisville, KY 40229-0000

Pitney Bowes Credit Corp.
P.O.Box 371887
Pittsburg PA 15250-7887

POH
12 Brennan Way
Belmont, Western Australia 6104

PT Adira Semesta Industry
Bihbul Raya 73, Kopo., Bandung
West Java, 40228, Indonesia

PT JJ GLOVES INDO
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Bonded Zone, Klaten
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Nam
Kyung Gi-Do, Indonesia, 00046-2819

PT SPORT GLOVE INDONESIA
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Yogyakarta, Indonesia, 55512-0000

PT. Eagle Glove Indonesia
Desa Bayen Purwomatani Kalasan
Sleman, Yogyakarta, 55571
Indonesia,

R3 Safety aka Bunzl
P.O. Box 270417
Saint Louis, MO 63141-0000

Sam's Club
Attn: General Merchandise Manager
2101 SE Simple Savings Drive
Bentonville, AR 72716-0000

Sees Global Inc.
#612 Suntec City 307-2
Sandaewon-dong, Jungwon-gu
Seongnam, Kyunggi, KO, 46273-6000

Select (Nantong) Safety Products Co
No. 198 Youyi Road (W)
Jueguang, Rudong, Jiangsu
226400, China,

Shur Sales
3830 Winermere Street
Englewood, CO 80110-0000

Snap-On
PO Box 1410
Kenosha, WI 53141-0000

Synetra
1110 E Highway 114, Suite 200
Southlake, TX 76092-0000

Trinet
1100 San Leandro Blvd., Suite 400
San Leandro, CA 93577-0000

True Value
8600 W. Bryn Mawr Avenue
Chicago, IL 60631-0000

WINSPEED SPORTS SHANGHAI CO.,
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858 MINGZHU ROAD
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WONEEL MIDAS LEATHERS
JL GEMBOR RAYA DESA PASIRJAYA
TANGERANG
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PO Box 857413
Richardson, TX 75085-0000